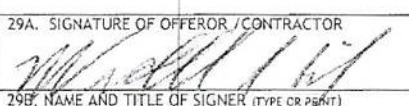



<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER AGREEMENT/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER <b>RQ932316</b>		PAGE <b>1 of 6</b>	
2. TASK ORDER AGREEMENT NO. <b>CW47148</b>		3. Award/Effective Date <b>October 1, 2016</b> <del>See 30C below</del>		4. CONTRACT NUMBER <b>GS-35F-0262T</b>		5. SOLICITATION NUMBER <b>Doc273589</b>	
7. FOR SOLICITATION INFORMATION CONTACT: Email:		A. NAME		B. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE:	
9. ISSUED BY  Office of Contracting and Procurement Information Technology Group 441 4 <sup>th</sup> Street NW, Suite 700S Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> COG Rider  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A  <input type="checkbox"/> 13. RESERVED  14. METHOD OF SOLICITATION <input type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
5. CONTRACTOR / OFFEROR  SPOK, Inc 6850 Versar Center Drive, Suite 420, Springfield, VA 22151				16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer Office of Finance & Resource Management 441 4 <sup>th</sup> Street, NW Suite 890N Washington, DC 20001 202-727-0333			
15A DUNS NO.		15B TAX ID NO.					
17. DELIVER TO Office of the Chief Technology Officer 441 4th Street, NW Suite 900S Washington, DC 20001				18. ADMINISTERED BY Office of the Chief Technology Officer 441 4th Street, NW Suite 900S Washington, DC 20001			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. IEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE PRICE SCHEDULE IN ATTACHMENT A					
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD Not-to-Exceed \$19,800.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S PRICES AS STATED IN ATTACHMENT A. THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA FEDERAL SUPPLY SCHEDULE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Scott M. Kelly COMPT OPS. MGR.		29C. DATE SIGNED 9-28-16		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jeffrey Tisdale Contracting Officer		30C. DATE SIGNED 9/30/16	

## **SECTION 1**

### **1.1 SERVICES REQUIRED**

The District seeks an agreement to continue pager services from Spok Inc. for products and services that are available through the GSA Contract # GSA-FSS-GS-35F-0262T. The service allows the District to maintain an emergency response posture to incidents and conditions for the protection of public health and safety. Pager service has proven to be dependable, reliable and will function even when cell phone frequency is jammed or overloaded with calls.

The District currently has 365 pagers which are distributed to District employees who perform services either directly related with emergency response functions supporting the District on a daily basis or provide additional support functions on an as-needed basis when an incident arises.

### **1.2 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section 5. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum amount of \$19,800.00 for the base term and \$19,800.00 for each option year. The District will order at least the minimum amount of \$100.00 for the base term and each option year.
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

## **SECTION 2**

### **PRICE SCHEDULE**

See attached Attachment A

## **SECTION 3**

### **TERM OF THE TASK ORDER**

The term of this task order shall be from October 1, 2016 through September 30, 2017.

## **SECTION 4**

### **OPTION TO EXTEND THE TERM OF THE CONTRACT**

- 4.1 The District may extend the term of this contract for up to four (4) one year option periods, or successive fractions thereof, by giving written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contracting Officer may request waiver of the thirty (30) day preliminary notice requirement by providing a written waiver letter to the Contractor for signature prior to the expiration of the contract.
- 4.2 If the District exercises these options, the extended contract shall be considered to include this option provision.
- 4.3 The price for the option period shall be quoted by the contractor at the time the option is exercised.
- 4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## **SECTION 5**

### **ORDERING CLAUSE**

- 5.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- 5.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- 5.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION 6**

### **INVOICE SUBMITTAL**

- 6.1 The Contractor shall submit proper invoices based on the delivery schedule in Section 4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracts Administrator (CA) specified in Section 8 below. The address of the CFO is:



Office of the Chief Technology Officer  
Office of Finance & Resource Management  
441 4<sup>th</sup> Street, NW  
Suite 890N  
Washington, DC 20001

- 6.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- 6.2.1 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);
  - 6.2.2 Task Order number and invoice number;
  - 6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
  - 6.2.4 Other supporting documentation or information related to a particular invoice, as requested by the Contracting Officer, to validate that invoice;
  - 6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - 6.2.6 Name, title, phone number of person preparing the invoice;
  - 6.2.7 Name, title, phone number and mailing address of person (if different from the person identified in 5.1 above) to be notified in the event of a defective invoice; and
  - 6.2.8 Authorized signature.

## **SECTION 7**

### **INVOICE PAYMENT**

- 7.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- 7.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

## **SECTION 8**

### **CONTRACTING OFFICER (CO)**

- 8.1 Task Orders may be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Jeffrey Tisdale  
Contracting Officer  
IT Commodity Group  
Office of Contracting and Procurement  
200 I St., Suite 500, SE  
Washington, D.C. 20003  
202-727-5069

- 8.2 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order.
- 8.3 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this task order, unless issued in writing and signed by the Contracting Officer.
- 8.4 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any cost increase incurred as a result thereof.

## SECTION 9

### CONTRACTS ADMINISTRATOR (CA)

- 9.1 The CA is responsible for general administration of the task order and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the task order. In addition, the CA is responsible for the day-to-day monitoring and supervision of the task order, of ensuring that the work conforms to the requirements of this task order and such other responsibilities and authorities as may be specified in the task order. The CA for this task order is:

Christina Thiele  
Telecommunications Support Services Manager  
Office of the Chief Technology Officer  
655 15th Street, NW, 4th Floor  
Washington, DC 20005  
Phone: 202-727-5745  
Cell: 202-503-6627  
Email: [christina.thiele@dc.gov](mailto:christina.thiele@dc.gov)

- 9.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the task order.
- 9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION 10**

### **INCORPORATED DOCUMENTS/ORDER OF PRECEDENCE**

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this task order. In the event of a conflict or inconsistency in any of the documents, the conflict or inconsistency shall be resolved by giving precedence in the order of the priority listed below:

- a. Task Order CW47148 blocks 1 through 30C and sections 1 through 9
- b. DC Government Pager Price List
- c. GSA Schedule Contract No. GS-35F-0262T

## ATTACHMENT A

### A.1 PRICE SCHEDULE

#### A.1.1 Base Year (October 1, 2016 through September 30, 2017)

Contract Line Item No. (CLIN)	Item Description	Quantity	Month	Total Price
0001	One and two-way messaging services and wireless information services	68	\$1650.00	\$19,800.00
	Grand Total			\$19,800.00

#### A.1.2 Option Year One (October 1, 2017 through September 30, 2018)

Contract Line Item No. (CLIN)	Item Description	Quantity	Month	Total Price
1001	One and two-way messaging services and wireless information services	68	\$1650.00	\$19,800.00
	Grand Total			\$19,800.00

#### A.1.3 Option Year Two (October 1, 2018 through September 30, 2019)

Contract Line Item No. (CLIN)	Item Description	Quantity	Month	Total Price
2001	One and two-way messaging services and wireless information services	68	\$1650.00	\$19,800.00
	Grand Total			\$19,800.00

#### A.1.4 Option Year Three (October 1, 2019 through September 30, 2020)

Contract Line Item No. (CLIN)	Item Description	Quantity	Month	Total Price
3001	One and two-way messaging services and wireless information services	68	\$1650.00	\$19,800.00
	Grand Total			\$19,800.00

#### A.1.5 Option Year Four (October 1, 2020 through September 30, 2021)

Contract Line Item No. (CLIN)	Item Description	Quantity	Month	Total Price
4001	One and two-way messaging services and wireless information services	68	\$1650.00	\$19,800.00
	Grand Total			\$19,800.00

#### A.1.6 Grand Totals

CLIN ITEMS	Unit Cost	Est. Quantity	Monthly Service Cost	Annual Service Cost
One and two-way messaging services and wireless information services		68	\$1,650.00	\$19,800
Total Base Year Cost			\$1,650	\$19,800
Total Option Year 1 Cost			\$1,650	\$19,800
Total Option Year 2 Cost			\$1,650	\$19,800
Total Option Year 3 Cost			\$1,650	\$19,800
Total Option Year 4 Cost			\$1,650	\$19,800
Estimated Total				\$99,000